

State: Arkansas **Filing Company:** MetLife Insurance Company of Connecticut
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium
Product Name: MetLife Structured Annuity
Project Name/Number: MetLife Structured Annuity/L-22494 (09/12)

Filing at a Glance

Company: MetLife Insurance Company of Connecticut
Product Name: MetLife Structured Annuity
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.003 Single Premium
Filing Type: Form
Date Submitted: 12/04/2012
SERFF Tr Num: METK-128782214
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: METLIFE STRUCTURED ANNUITY

Implementation: On Approval
Date Requested:
Author(s): Karen Foley, Sarah Neil, Janice Bellot
Reviewer(s): Linda Bird (primary)
Disposition Date: 01/07/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: MetLife Structured Annuity
Project Number: L-22494 (09/12)
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 01/07/2013
State Status Changed: 01/07/2013
Created By: Janice Bellot
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Sarah Neil

Filing Description:

The forms are attached in final print format for your review and approval. These forms are new and do not replace any previously filed or approved forms.

Form L-22494 (09/12) is an Individual Single Premium Deferred Annuity Contract. This is a registered product sold by prospectus that provides potential interest based upon the performance of an index. This potential interest may be positive, negative, or zero. You may allocate your Purchase Payment to one or more of the Shield Options.

In replacement situations requiring a different free look provision, Form L-22494 (09/12)-AV, Individual Single Premium Deferred Annuity Contract cover, will be changed to reflect the number of days required by the laws of your state. The information that will change is bracketed on the attached form.

The Contract Schedule, form L-22495 (09/12), represents computer-generated information that will change in accordance with the specifications of a particular contract owner/annuitant.

Form L-22496 (09/12), Fixed Account Rider, is a rider that adds a guaranteed account to the Contract. The Fixed Account rates are guaranteed for the Interest Rate Term.

Form L-22497 (09/12), Death Benefit Rider – Return of Premium, is an optional rider where the death benefit base equals the greater of the Account Value and the Purchase Payment, adjusted for withdrawals and the sum of any withholding taxes.

Form 8590 (09/12), Individual Single Premium Deferred Annuity Application, will be completed by a prospective contract owner/annuitant when an applicant purchases this product.

Form L-25005 (09/12), Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider, is an optional rider that, if elected, waives the withdrawal charges if the covered person is confined to a nursing home or hospital, subject to certain requirements.

Form L-22498 (09/12), Waiver of Withdrawal Charge for Terminal Illness Rider, is an optional rider that, if elected, waives the withdrawal charges if the covered person is terminally ill, subject to certain requirements.

Form L-22499 (09/12) is an Individual Retirement Annuity Qualification Rider used to meet the requirements under Section 408(b) of the Internal Revenue Code of 1986.

Form L-22503 (09/12), Roth Individual Retirement Annuity ("Roth IRA") Endorsement, is a Roth IRA endorsement used to

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meet the requirements of Section 407(A) of the Internal Revenue Code.

Form L-22504 (09/12), Individual Non-Qualified Annuity Endorsement, will be issued with new contracts to maintain their non-qualified annuity status under Section 72(s) of the Internal Revenue Code of 1986.

These forms have been completed in John Doe fashion. Material that is bracketed is variable and is subject to change in accordance with the parameters described in the attached Statement of Variability. We will not consider it necessary to obtain Department approval for changes to these variables when such changes are within the stated parameters of the enclosed Statement of Variability. We certify that any changes made outside of the stated parameters will be filed for approval with your Department. Additionally, we reserve the right to correct minor typographical errors, change company logo, paper size and stock, layout, color and typeface of these forms as well as modify the Table of Contents due to pagination changes that may occur due to advancements in technology for contract production. In no event will the text size or any of these changes be less than requirements in your state.

Please note that the contract form is a variable annuity that is subject to federal jurisdiction and is therefore exempt from readability requirements.

Thank you for your review of this filing.

Company and Contact

Filing Contact Information

Sarah Neil, Contract Analyst
501 Boylston Street
Boston, MA 02116

sneil@metlife.com
617-578-4252 [Phone]
617-578-5505 [FAX]

Filing Company Information

MetLife Insurance Company of Connecticut	CoCode: 87726	State of Domicile: Connecticut
1300 Hall Boulevard	Group Code: 241	Company Type: Life
Bloomfield, CT 06002	Group Name: MetLife Group	State ID Number:
(617) 578-2000 ext. [Phone]	FEIN Number: 06-0566090	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$550.00
Retaliatory?	Yes
Fee Explanation:	MetLife Insurance Company of Connecticut domicile is Connecticut. No fee required. Arkansas filing fee is \$50.00 per form. Eleven forms filed.
Per Company:	No

Company	Amount	Date Processed	Transaction #
MetLife Insurance Company of Connecticut	\$550.00	12/04/2012	65435287

State:	Arkansas	Filing Company:	MetLife Insurance Company of Connecticut
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium		
Product Name:	MetLife Structured Annuity		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/07/2013	01/07/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/10/2012	12/10/2012

Response Letters

Responded By	Created On	Date Submitted
Janice Bellot	01/07/2013	01/07/2013

State: Arkansas
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium
Product Name: MetLife Structured Annuity
Project Name/Number: MetLife Structured Annuity/L-22494 (09/12)

Filing Company: MetLife Insurance Company of Connecticut

Disposition

Disposition Date: 01/07/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Arkansas Certification		Yes
Supporting Document	Consumer Notice		Yes
Form	Single Premium Deferred Annuity Contract Front Cover		Yes
Form	Contract Schedule		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Fixed Account Rider		Yes
Form	Death Benefit Rider - Return of Premium		Yes
Form	Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider		Yes
Form	Waiver of Withdrawal Charge for Terminal Illness Rider		Yes
Form	Individual Retirement Annuity Qualification Rider		Yes
Form	Roth Individual Retirement Annuity ("ROTH IRA") Endorsement		Yes

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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Individual Non-Qualified Annuity Endorsement		Yes
Form	Application for Individual Single Premium Deferred Annuity		Yes

State: Arkansas **Filing Company:** MetLife Insurance Company of Connecticut
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/10/2012
Submitted Date	12/10/2012
Respond By Date	01/10/2013

Dear Sarah Neil,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking #:	METK-128782214	State Tracking #:		Company Tracking #:	METLIFE STRUCTURED ANNUITY
<hr/>					
State:	Arkansas	Filing Company:	MetLife Insurance Company of Connecticut		
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium				
Product Name:	MetLife Structured Annuity				
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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/07/2013
Submitted Date	01/07/2013

Dear Linda Bird,

Introduction:

Thank you for your letter dated December 10, 2012. The following is in response:

Response 1

Comments:

Pursuant to Ark. Code Ann. 23-79-138 and Bulletin 15-2009, we will issue Consumer Notice form L-22364; a copy is attached for information on the Supporting Documentation tab.

We have reviewed Regulation 49, and we assure you we are in compliance.

We have attached a Certification of Compliance with Regulation 19s10B to the Supporting Documentation tab.

We have reviewed Regulation 6, and we assure you that we are in compliance.

Related Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

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Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

State:	Arkansas	Filing Company:	MetLife Insurance Company of Connecticut
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Product Name:	MetLife Structured Annuity		
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Supporting Document Schedule Item Changes	
Satisfied - Item:	Arkansas Certification
Comments:	
Attachment(s):	
Arkansas Certification.pdf	
Satisfied - Item:	Consumer Notice
Comments:	
Attachment(s):	
L-22364.pdf	

Supporting Document Schedule Item Changes	
Satisfied - Item:	Arkansas Certification
Comments:	
Attachment(s):	
Arkansas Certification.pdf	
Satisfied - Item:	Consumer Notice
Comments:	
Attachment(s):	
L-22364.pdf	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

I hope this allows you to continue your review of this filing.

Sincerely,

Janice Bellot

State: Arkansas

Filing Company:

MetLife Insurance Company of Connecticut

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium

Product Name: MetLife Structured Annuity

Project Name/Number: MetLife Structured Annuity/L-22494 (09/12)

Form Schedule

Lead Form Number: L-22494 (09/12)-AV

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Single Premium Deferred Annuity Contract Front Cover	L-22494 (09/12)-AV	PJK	Initial		0.000	L-22494 (09-12)-AV.pdf
2		Contract Schedule	L-22495 (09/12)	SCH	Initial		0.000	L-22495 (09-12).pdf
3		Single Premium Deferred Annuity Contract	L-22494 (09/12)	POL	Initial		0.000	L-22494 (09-12).pdf
4		Fixed Account Rider	L-22496 (09/12)	POLA	Initial		0.000	L-22496 (09-12).pdf
5		Death Benefit Rider - Return of Premium	L-22497 (09/12)	POLA	Initial		0.000	L-22497 (09-12).pdf
6		Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider	L-25005 (09/12)	POLA	Initial		0.000	L-25005 (09-12).pdf
7		Waiver of Withdrawal Charge for Terminal Illness Rider	L-22498 (09/12)	POLA	Initial		0.000	L-22498 (09-12).pdf
8		Individual Retirement Annuity Qualification Rider	L-22499 (09/12)	POLA	Initial		0.000	L-22499 (09-12).pdf

SERFF Tracking #:

METK-128782214

State Tracking #:

Company Tracking #:

METLIFE STRUCTURED ANNUITY

State: Arkansas

Filing Company:

MetLife Insurance Company of Connecticut

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium

Product Name: MetLife Structured Annuity

Project Name/Number: MetLife Structured Annuity/L-22494 (09/12)

Lead Form Number: L-22494 (09/12)-AV

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
9		Roth Individual Retirement Annuity ("ROTH IRA") Endorsement	L-22503 (09/12)	POLA	Initial		0.000	L-22503 (09-12).pdf
10		Individual Non-Qualified Annuity Endorsement	L-22504 (09/12)	POLA	Initial		0.000	L-22504 (09-12).pdf
11		Application for Individual Single Premium Deferred Annuity	8590 (09/12)	AEF	Initial		0.000	8590 (09-12)_JD.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

METLIFE INSURANCE COMPANY OF CONNECTICUT

(A Stock Company)

[1300 Hall Boulevard

Bloomfield, Connecticut 06002]

NOTICE

To obtain information about your policy or if you need assistance or need help in resolving a complaint, you may call [(800)-638-7732].

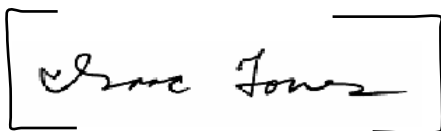
MetLife Insurance Company of Connecticut (referred to as "we", "us", "our", and the "Company") will make Income Payments as described in this Contract beginning on the Annuity Date.

This Policy is a legal contract between the policyholder and the Company.

FREE LOOK PROVISION - RIGHT TO CANCEL

This Contract may be returned for any reason within [10] days after you receive it by mailing or delivering the Contract to either us or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will promptly refund your Account Value as of the Business Day we receive your Contract. Your Account Value may be more or less than your Purchase Payment.

Signed for the Company.



[Secretary]



[President]

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

[This Contract contains Shield Options and a Fixed Account. The initial interest rate for the Fixed Account is guaranteed for one year.]

NONPARTICIPATING

READ YOUR CONTRACT CAREFULLY.

VALUES AND DETERMINATION OF ANNUITY PAYMENTS PROVIDED BY THIS CONTRACT, WHEN BASED ON THE VALUE OF THE SHIELD OPTION(S), ARE VARIABLE, MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

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CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]
CONTRACT NUMBER: [12345678]
PLAN TYPE: [Non-Qualified]

SEX: [M] **AGE AT ISSUE:** [35]
SEX: [F] **AGE AT ISSUE:** [35]
SEX: [M] **AGE AT ISSUE:** [35]
ISSUE DATE: [February 15, 2013]
ANNUITY DATE: [February 15, 2068]

SINGLE PURCHASE PAYMENT: [\$50,000]

SHIELD OPTIONS

SEPARATE ACCOUNT: [MICC Separate Account SA]

Shield Options and Indices by Term Available at Issue:

Each Shield Option will have an associated Cap Rate or a Step Rate.

[Shield Options]		
Term	Index	Minimum Guaranteed Cap/Step Rate
[Shield 100]		
[1] Year Term	[INDEX A ¹]	[1%]
	[INDEX A Step Rate]	[1%]
[Shield 25]		
[6] Year Term	[INDEX A]	[6%]
[Shield 15]		
[3] Year Term	[INDEX A]	[3%]
[6] Year Term	[INDEX A]	[6%]
[Shield 10]		
[1] Year Term	[INDEX A]	[1%]
	[INDEX A Step Rate]	[1%]
	[INDEX B ²]	[1%]
	[INDEX C ³]	[1%]
	[INDEX D ⁴]	[1%]
	[INDEX E ⁵]	[1%]
[3] Year Term	[INDEX A]	[3%]
	[INDEX A Step Rate]	[3%]
	[INDEX B]	[3%]
	[INDEX C]	[3%]
	[INDEX D]	[3%]
[6] Year Term	[INDEX E]	[3%]
	[INDEX A]	[6%]

[Return of Premium Death Benefit Maximum Cap or Step Rate Reduction: [60%]]

[For the Shield 100 Option, the Shield Rate will be treated as fully accrued during the entire Term. A Shield 100 Option will be available for at least the first [6] Contract Years, subject to the Transfer Requirements below.]

Index-linked returns do not include the portion of returns generated by dividends; and the elements used in determining the credited rate from the index are not guaranteed and can be changed by the Company, subject to any contract guarantees, and any such changes can affect the return.

[FIXED ACCOUNT

Minimum Guaranteed Interest Rate: [1.00% annually]

Interest Rate Term: [1 year]]

Minimum Allocation: [\$500]

[Annual Contract Fee: [The Annual Contract Fee is [\$25.00] each Contract Year. If a total withdrawal is made during the Accumulation Period, the full Annual Contract Fee will be deducted at the time of the total withdrawal. For purposes of determining the Account Value to be applied to an Annuity Option, a pro-rata portion of the Annual Contract Fee for the applicable portion of the Contract Year will be deducted from the Account Value as described above. During the Income Period, we reserve the right to deduct the Annual Contract Fee of [\$25.00] each Contract Year, pro-rata from each Income Payment.]]

TRANSFER REQUIREMENTS:

TRANSFER PERIOD:

[The [5 Calendar Days] following the Contract Anniversary coinciding with the end of the Term for each applicable Shield Option and/or the end of the Interest Rate Term for the Fixed Account.]

TRANSFERS:

[During the Accumulation Period you may only make a transfer to the Fixed Account and to a new Shield Option(s) during the Transfer Period, subject to availability. The effective date of such transfer is the first day of the Fixed Account Interest Rate Term and/or Shield Option(s) to which the transfer is made.

At the end of the Term, the Investment Amount will automatically be renewed into the same Shield Option unless you elect to transfer into a different Shield Option or the Fixed Account Option at that time. If the Shield Option is no longer available at the end of the existing Term, these amounts will automatically transfer into the Fixed Account at the end of the Term unless otherwise directed by You. If the Fixed Account is not available, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Term unless otherwise directed by You.

At the end of the Interest Rate Term, the Fixed Account Value will automatically be renewed into the Fixed Account unless you elect to transfer into a Shield Option at that time. If the Fixed Account is no longer available at the end of the existing Fixed Account Term, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Interest Rate Term unless otherwise directed by You.]

BENEFICIARY: As designated by you as of the Issue Date unless changed in accordance with the Contract provisions.

WITHDRAWALS:

[Free Withdrawal Amount: Each Contract Year after the first Contract Year, you may withdraw a portion of your Account Value free from any Withdrawal Charge. The Free Withdrawal Amount each Contract Year is equal to [10%] of the Account Value as of the prior Contract Anniversary less the total amount withdrawn, as described in the Withdrawal Provisions, from the Account Value in the current Contract Year. The Free Withdrawal Amount is non-cumulative and is not carried over to other Contract Years.

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn from the Account Value in a Contract Year in excess of the Free Withdrawal Amount. The Withdrawal Charge is calculated at the time of each withdrawal using the appropriate withdrawal charge percentage from the following schedule:

WITHDRAWAL CHARGE PERCENTAGES

[Number of Complete Contract Years Since Issue Date	% Charge
[0	9%

1	8%
2	8%
3	7%
4	6%
5	5%
6 or more	0%]]

In addition to any waiver of Withdrawal Charges set forth in the Contract or Rider(s), no Withdrawal Charge will be deducted from the Account Value in the event of:

1. Maturity of the Contract; or
2. Payment of the Death Benefit; or
3. Application of your Account Value to an Annuity Option; or
4. If the withdrawal is required for you to avoid Federal Income Tax penalties or to satisfy Federal Income Tax rules concerning minimum distribution requirements that apply to this annuity (except for RMDs on a decedent Roth IRA.) For purposes of this exception, we assume that this annuity is the only contract or funding vehicle from which distributions are required to be taken, and we will ignore all other Account Values; or
5. If you properly "re-characterize" as permitted under Federal Tax Law your traditional IRA deferred annuity or Roth IRA deferred annuity issued by us; or
6. If we agree in writing that none will apply. For example, we may waive the Withdrawal Charge if you directly transfer the amount withdrawn to a funding vehicle pre-approved by us.]

Minimum Partial Withdrawal: [\$500.00]

Minimum Account Value which must remain in the Contract after a Partial Withdrawal: [\$2,000.00]

ANNUITY OPTION INFORMATION:

1. [The Annuity Date must be the first day of a calendar month. Unless otherwise directed by you, the Annuity Date is the first day of the calendar month following the Annuitant's 90th birthday or 10 years from the Issue Date, whichever is later, or a later date if we agree.]
2. The Annuity Date must not be less than [13] months from the Issue Date.
3. For Income Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 15 years of mortality improvement based upon projection Scale AA, a 7 year age setback and interest at [1.00%].

ANNUITY SERVICE OFFICE:

MetLife Insurance Company of Connecticut
[P.O. Box 10366
Des Moines, IA 50306-0366
(800) 777-5897]

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

[Fixed Account Rider

Death Benefit Rider – Return of Premium

Waiver of Withdrawal Charge for Nursing Home Confinement Rider - ***to be attached at issue if less than age 81***

Waiver of Withdrawal Charge for Terminal Illness Rider - ***to be attached at issue if less than age 81***

Individual Retirement Annuity Qualification Rider

Roth Individual Retirement Annuity ("Roth IRA") Endorsement

Individual Non-Qualified Annuity Endorsement]

¹ [INDEX A Disclosure

² INDEX B Disclosure

³ INDEX C Disclosure

⁴ INDEX D Disclosure

⁵ INDEX E Disclosure]

DEFINITIONS

Account Value

Is the total of the value of the Shield Option(s) under this Contract, adjusted for any amounts that may be included by rider during the Accumulation Period. Also referred to as "Contract Value."

Accumulation Period

The period prior to the Annuity Date.

Annuity Service Office

The office indicated on the Contract Schedule to which notices and requests must be sent, or as otherwise changed by notice from us.

Annuitant

The natural person listed on the Contract Schedule on whose life Income Payments are based. Any reference to Annuitant shall also include any Joint Annuitant under an Annuity Option.

Annuity Date

A date on which you choose to begin receiving Income Payments. If we agree, you may change the Annuity Date subject to the requirements shown under the Annuity Option Information section on the Contract Schedule. If you do not choose an Annuity Date, the Annuity Date will be the Annuity Date described on the Contract Schedule. Also referred to as "Maturity Date."

Attained Age

The age of any Owner, Beneficiary or Annuitant on his/her last birthday.

Beneficiary

The person(s) or entity(ies) you name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

Business Day

Any day our Annuity Service Office, shown on the Contract Schedule, is open for business. For purposes of administrative requests and transactions, a Business Day ends at 4:00PM Eastern Standard Time.

Code

The Internal Revenue Code of 1986, as amended.

Company

MetLife Insurance Company of Connecticut.

Contract Anniversary

An anniversary of the Issue Date of this Contract.

Contract Year

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

Income Payments

A series of payments made by us during an Income Period, which we guarantee as to dollar amount.

Income Period

A period starting on an Annuity Date during which Income Payments are payable.

Investment Amount

The Investment Amount for each Shield Option is the amount that is allocated to the Shield Option. The Investment Amount will be reduced for any withdrawal by the same percentage that the withdrawal reduces the Interim Value attributable to that Shield Option. The Investment Amount is adjusted by the Performance Rate at the end of the Term.

Issue Date

The date this Contract was issued. The Issue Date is shown on the Contract Schedule.

Joint Owner

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Notice

Any form of communication providing information we need, either in a signed writing or another manner that we approve in advance. All Notices to us must be sent to our Annuity Service Office and received in good order. To be effective for a Business Day, a Notice must be received in good order prior to the end of that Business Day.

Owner

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners. (Referred to as "you", "yours" or "policyholder.")

Purchase Payment

The amount paid to us under this Contract as consideration for the benefits it provides.

GENERAL PROVISIONS

The Contract

The Contract consists of this contract and any attached riders or endorsements. We may require this Contract to be returned to us prior to the payment of any benefit. It is important to review any riders or endorsements. In case of conflict with any other provision of this Contract, the provisions of the Rider or Endorsement will control.

Notwithstanding any provision of this Contract to the contrary, this Contract will be construed and administered in accordance with applicable sections of the Code. To preserve this Contract's status as an annuity and comply with applicable sections of the Code and applicable Treasury Regulations, we may, if necessary amend this Contract. We will notify you of any amendments and, when required by law, we will obtain your approval and the approval of the appropriate regulatory authority.

Non-Participating

This Contract will not share in any distribution by us of Company dividends.

Misstatement of Age or Sex

We may require proof of the age or sex of the Annuitant, Owner and/or Beneficiary before making any payments under this Contract that are measured by the Annuitant's, Owner's or Beneficiary's life. If the age or sex of the Annuitant, Owner or Beneficiary has been misstated, the amount payable will be the amount that the Account Value would have provided at the correct age and sex.

Once Income Payments have begun, any underpayments will be made up in one sum with the next Income Payment or in any other manner agreed to by us. Any overpayments will be deducted first from future Income Payments. No interest will be credited or charged in the event of an underpayment or overpayment.

Protection of Proceeds

The Contract and payments under it will be exempt from the claims of creditors to the extent permitted by law.

Reports

At least once each calendar year we will furnish you with a report showing the Account Value and any other information as may be required by law. We will send you confirmations of certain transactions. Reports and confirmations will be sent to your last known address on our records. You will have 60 days from the date you receive your report or confirmation to inform us of any errors in the report or confirmation, otherwise the report or confirmation will be deemed to be final and correct.

Premium and Other Taxes

We reserve the right to deduct from the Purchase Payment or Account Value any taxes paid by us to any governmental entity relating to this Contract (including without limitation: premium taxes, federal, state and local withholding of income, estate, inheritance and other taxes required by law, and any new or increased state income taxes that may be enacted into law).

We may determine when taxes relate to the Contract, including for example when they have resulted from: receipt by us of the Purchase Payment; commencement of Income Payments, payment of death benefits; or partial and full withdrawals; and any new or increased taxes which become effective that are imposed on us and which relate to the Purchase Payment, or interest earnings.

We may pay taxes when due and make a deduction from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

Evidence of Survival

We may require proof that any person(s) on whose life Income Payments are based is alive. We reserve the right to discontinue Income Payments until satisfactory proof is received.

Modification of Contract

This Contract may be changed by us in order to maintain compliance with applicable state and federal law. This Contract may be changed or altered only in writing signed by our President, Vice-President, or Secretary.

Deferral of Payments

After receipt of a Notice of withdrawal from you, we reserve the right to defer payment for a withdrawal for the period permitted by law but not for more than six (6) months.

Suspension of Payments or Transfers

We may be required to suspend or delay the payment of death benefits, the calculation of income payments, withdrawals, and transfers when we cannot obtain an Index Value under the following circumstances:

- the New York Stock Exchange is closed (other than customary weekend and holiday closings);
- trading on the New York Stock Exchange is restricted;
- an emergency exists such that we cannot value Investment Amounts; or
- during any other period when a regulator by order, so permits.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

Owner

You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. Any change of Owner is subject to our underwriting requirements in effect at the time of the request. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be:

1. by Notice; and
2. received by us at the Annuity Service Office.

The change will become effective as of the date the Notice is signed by you. A new designation of Owner will not apply to any payment made or action taken by us prior to the time the new designation was recorded at our Annuity Service Office.

Joint Owner

A Contract may be owned by Joint Owners, limited to natural persons. Either Joint Owner can exercise all rights under the Contract unless you inform us otherwise as indicated on the Contract Schedule or in a Notice to us. Upon the death of either Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary unless you inform us otherwise. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated on the Contract Schedule or in a Notice to us.

Annuitant

The Annuitant is the person designated by you, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract. Unless the Contract is owned by a non-natural person, you may change the Annuitant at any time prior to an Annuity Date. Any change of Annuitant is subject to our underwriting rules in effect at the time of the request.

Assignment

This Contract may not be assigned without our consent in writing and is subject to our underwriting requirements. You may not assign your rights under this Contract after the start of Income Payments. In certain tax markets assignment of this Contract is prohibited by the Internal Revenue Code. If your contract is assigned absolutely, we will treat it as a change of ownership and all rights will be transferred. We are not bound by any assignment request unless it is in writing. We are not responsible for the validity of any assignment. Assignments, unless otherwise specified by the Owner, shall

take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by us before a signed copy of the assignment form is received by us at our Annuity Service Office.

BENEFICIARY PROVISIONS

Beneficiary

The Beneficiary is the person(s) named on the Contract Schedule or the surviving Joint Owner, unless changed. Unless you provide otherwise, the death benefit will be paid to or in equal shares as follows:

1. to the primary Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
2. to the contingent Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
3. to your estate.

Change of Beneficiary

Subject to the rights, including the written consent, of any irrevocable Beneficiary and any applicable laws or regulations, you may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with us. The change will take effect as of the date the Notice is signed, but we will not be liable for any payment made or action taken before we have recorded the change.

PURCHASE PAYMENT PROVISIONS

Separate Account

The Purchase Payment made to this Contract is invested in the Separate Account shown on the Contract Schedule. We have exclusive and absolute ownership and control of the assets of the Separate Account. It is a non-unitized separate account. You do not share in the investment performance of assets allocated to the Separate Account. All investment income, gains and losses, whether or not realized, from assets allocated to the Separate Account are borne by the Company. The obligations under this Contract are independent of the investment performance of the Separate Account and are the obligations of the Company.

We will maintain in the Separate Account assets with an aggregate value at least equal to the Contract reserves.

If the aggregate value of such assets should fall below such amount, the Company will transfer assets into the Separate Account so that the value of the Separate Account's assets is at least equal to such amount. Assets supporting reserves for annuity benefits under such contracts, in the course of payment, shall not be maintained in the Separate Account.

Shield Options

On the Issue Date, you may allocate your Purchase Payment to one or more of the available Shield Options listed on the Contract Schedule. At the end of each Term, you may transfer the Account Value attributable to the Shield Option(s) to one or more of the available Shield Options subject to the Transfer Requirements shown on the Contract Schedule and the Renewal Provisions.

Each Shield Option has an associated Index, Term, Shield Rate, and either a Cap Rate or a Step Rate as defined below.

Term

The initial Term(s) begin on the Issue Date. A Term ends and a subsequent Term begins, on the Contract Anniversary coinciding with the term duration of the then current Term for that Shield Option.

Index

There is a specific Index associated with each Shield Option. The Index is the price index of certain securities, excluding dividends, or commodities.

Index Value

The Index Value of an Index, on a Business Day, is the published closing value of the Index on that Business Day. We will use consistent sources to obtain Index Values. If these sources are no longer available for specific indices, we will select an alternative published source(s) for these Index Values. The Index Value on any day that is not a Business Day is the value as of the prior Business Day.

Index Performance

Index Performance is the percentage change in an Index Value measured from the beginning of a Term to any day, including the last day, within the Term. Index Performance can be positive, negative, or zero.

Shield Rate

The Shield Rate is the amount of any negative Index Performance that is absorbed by us at the end of the Term. Any negative Index Performance beyond the Shield Rate will reduce the Investment Amount. For example, a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate; or, a -10% Index Performance with a 25% Shield Rate will result in a 0% Performance Rate.

The Shield Rate may vary between Shield Options, and it is not an annual rate.

Cap Rate

The Cap Rate is the maximum rate that may be credited at the end of a Term based on Index Performance. A new Cap Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Cap Rate on the Contract Schedule.

The Cap Rate may vary between Shield Options, and it is not an annual rate.

Step Rate

The Step Rate is the rate credited at the end of a Term if the Index Performance is greater than or equal to zero. A new Step Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Step Rate on the Contract Schedule.

The Step Rate may vary between Shield Options, and it is not an annual rate.

RENEWAL PROVISIONS

For renewals into the same Shield Option, a new Cap Rate or Step Rate, whichever is applicable, will be declared and will go into effect on the Contract Anniversary that coincides with the beginning of the new Shield Option.

Discontinuation or Substantial Change to an Index

If any Index is discontinued or, we determine that our use of such Index should be discontinued, or if the calculation of an Index is substantially changed, we may substitute a comparable index. We will send you a notice in writing before any such substitution is made. Upon substitution of an Index, we will calculate your Index Performance on the existing Index up until the date of substitution and the new Index from the date of substitution to the end of the Term. A substitute Index will not change the Shield Rate, Cap Rate or Step Rate for an existing Shield Option.

Addition or Discontinuance of a Shield Option

We can add or discontinue any Shield Option. When a change is made to the Shield Options or Indices referenced on the Contract Schedule or as changed subsequent to the Issue Date, we will send notification to you which will describe any changes to the Shield Options then available under the Contract as required by law. This change will take effect upon your Contract as of the next Contract Anniversary for any allowable transfers into the Shield Option(s). If you are currently invested in a Shield Option which is no longer available, you will remain in that Shield Option until the end of the Term, but that Shield Option will not be available thereafter.

ACCOUNT VALUE PROVISIONS

The Account Value attributable to each Shield Option is as determined below and will be the Interim Value on any day during the Term and the Investment Amount as adjusted for the Performance Rate at the end of the Term as defined below subject to any fees as outlined in the Contract Schedule or via any riders or endorsements.

Charges and Fees

We will deduct charges and fees from your Account Value as described on the Contract Schedule (or any applicable riders or endorsements).

Performance Rate

The Performance Rate is the rate credited at the end of the Term. The Performance Rate at the end of a particular Term is the Index Performance, adjusted for the applicable Shield Rate, Cap Rate, or Step Rate. The Performance Rate can be positive, negative, or equal to zero. At the end of the Term, any increase or reduction in a particular Shield Option is determined by multiplying the Performance Rate by the Investment Amount of the Shield Option on the last day of the

Term.

The Performance Rate is determined as follows:

Shield 100 Option with a Cap Rate:

If Index Performance is equal to or less than zero, then the Performance Rate will be zero.

If Index Performance is greater than zero and less than the Cap Rate, then the Performance Rate will equal the Index Performance.

If the Index Performance is greater than zero and equals or exceeds the Cap Rate, then the Performance Rate will equal the Cap Rate.

Shield 100 Option with a Step Rate:

If Index Performance is less than zero then the Performance Rate will equal zero.

If Index Performance is equal to or greater than zero, the Performance Rate will equal the Step Rate.

Other Shield Options with a Cap Rate:

If Index Performance is equal to or less than zero, then the Performance Rate will equal the lesser of zero, or the Index Performance increased by the Shield Rate. (For example: a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate.) The Performance Rate can never be greater than zero if the Index Performance is negative.

If Index Performance is greater than zero and less than the Cap Rate, then the Performance Rate will equal the Index Performance.

If Index Performance is greater than zero and equals or exceeds the Cap Rate, then the Performance Rate will equal the Cap Rate.

Other Shield Options with a Step Rate:

If Index Performance is less than zero, then the Performance Rate will equal the lesser of zero or the Index Performance increased by the Shield Rate. (For example: a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate.) The Performance Rate can never be greater than zero if the Index Performance is negative.

If Index Performance is equal to or greater than zero, the Performance Rate will equal the Step Rate.

Interim Value

The Interim Value for each Shield Option is the value we assign on any Business Day prior to the end of the Term. During the Transfer Period set forth in the Contract Schedule, the Interim Value of each Shield Option will equal the Investment Amount in that Shield Option. After the Transfer Period, the Interim Value of that Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate, or Accrued Step Rate, as defined below.

On the date of a withdrawal from the Shield Option(s), your Interim Value will be reduced by the amount withdrawn.

Accrued Shield Rate

The Accrued Shield Rate is the portion of the Shield Rate that has accrued from the beginning of a Term to any day within the Term. This is the amount that will be applied in calculating the Interim Value on any day prior to the end of the Term if Index Performance is less than zero. The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the beginning of the Term, divided by the total number of days in the Term.

Accrued Cap Rate

The Accrued Cap Rate is the portion of the Cap Rate that has accrued from the beginning of a Term to any day within the Term. This is the maximum Index Performance that may be applied in calculating the Interim Value on any day prior to the end of the Term if Index Performance is greater than zero. The Accrued Cap Rate is equal to the Cap Rate multiplied by the number of days elapsed since the beginning of the Term, divided by the total number of days in the Term.

Accrued Step Rate

The Accrued Step Rate is the portion of the Step Rate that has accrued from the beginning of a Term to any day within the Term. This is the rate that will be applied in calculating the Interim Value on any day prior to the end of the Term if Index Performance is equal to or greater than zero. The Accrued Step Rate is equal to the Step Rate multiplied by the number of days elapsed since the beginning of the Term divided by the total number of days in the Term.

Performance Rate for Determination of Interim Value

Except as indicated on the Contract Schedule, the Performance Rate during a particular Term is the Index Performance, adjusted for the applicable Accrued Shield Rate, Accrued Cap Rate, or Accrued Step Rate.

For purposes of determining the Accrued Shield Rate, Accrued Cap Rate, and Accrued Step Rate, the total number of days in each calendar year of a Term is 365.

The following are hypothetical examples that show the determination of the Interim Value when the Index Performance is greater than zero and less than zero. These hypothetical examples are rounded for illustrative purposes:

Example #1 – Index Performance is positive – Interim Value calculated 306 days into a Term of 3 Years.

Issue Date	March 1, 2013
Investment Amount	\$100,000
Shield Option	XYZ 10
Term	3 Years
Shield Rate	10%
Cap Rate	25%
Index Value at Beginning of Term	1000
Number of Days in Term	1095 (3 X 365 = 1095)
Index Value at close of Business Day on January 1, 2014	1100
Index Performance	10%
Accrued Days	306

The Accrued Cap Rate as of January 1, 2014 is 6.986% 306 days into the 3 year term ($25\% \times (306/1095)$). The Index Performance is calculated at 10% ($1100/1000 - 1$). Since the Index Performance is positive, the Interim Value is then determined by multiplying the Investment Amount by the lesser of the Index Performance or the Accrued Cap Rate and adding that amount to the Investment Amount. As of the close of the Business Day January 1, 2014, the Interim Value is \$106,986 ($\$100,000 + \$100,000 \times 6.986\%$).

Example #2 – Index Performance is negative– Interim Value calculated 306 days into a Term of 3 Years.

Issue Date	March 1, 2013
Investment Amount	\$100,000
Shield Option	XYZ 10
Term	3 Years
Shield Rate	10%
Cap Rate	25%
Index Value at Beginning of Term	1000
Number of Days in Term	1095 (3 X 365 = 1095)
Index Value at close of Business Day on January 1, 2014	950
Index Performance	-5%
Accrued Days	306

The Accrued Shield Rate as of January 1, 2014 is 2.795% 306 days into the 3 year term ($10\% \times (306/1095)$). The Index Performance is calculated at -5% ($950/1000 - 1$). Since the Index Performance is negative, the Interim Value is then determined by multiplying the Investment Amount by the Index Performance plus the Accrued Shield Rate ($-5\% + 2.795\% = -2.205\%$) and adding that amount to the Investment Amount. As of the close of Business Day January 1, 2014, the Interim Value is \$97,795 ($\$100,000 + \$100,000 \times -2.205\%$).

WITHDRAWAL PROVISIONS

Withdrawals

Prior to the Annuity Date, you may, upon Notice to us, request a full or a partial withdrawal and we will withdraw that amount from the Account Value ("the amount withdrawn"). A withdrawal will result in a reduction to each Shield Option in the ratio that each Shield Option bears to the total Account Value, as determined under the Account Value Provisions above, unless otherwise directed by you. The amount payable to you will be a net amount equal to the amount withdrawn adjusted for any applicable Withdrawal Charge and any other fees shown on the Contract Schedule, Premium and Other Taxes, and any other rider and endorsement fees.

The total amount withdrawn from the Account Value must not be less than the Minimum Partial Withdrawal amount shown on the Contract Schedule. If the withdrawal would result in the remaining Account Value being less than the Minimum Account Value shown on the Contract Schedule, we will treat the withdrawal request as a request for a full withdrawal.

If you request a full or partial withdrawal, the amount withdrawn after adjustments for any Withdrawal Charge will result in our paying you a net amount. The net amount payable to you is equal to (a)-(b)-(c)-(d), where:

- (a) is the amount withdrawn from the Account Value, and
- (b) is the Withdrawal Charge and other fees, if any, as described on the Contract Schedule, and
- (c) is the Premium and Other Taxes, if any, and
- (d) is the rider and endorsement fees, if any.

The amount withdrawn will reduce the Investment Amount, as defined in the Definitions section, for each Shield Option by the percentage reduction in the Interim Value of such Shield Option.

DEATH BENEFIT PROVISIONS

Death of Owner During the Accumulation Period

During the Accumulation Period, the death benefit will be paid to your Beneficiary(ies) upon your death, or the first death of a Joint Owner. If the Contract is owned by a non-natural person, the Annuitant will be deemed the Owner for purposes of determining the death benefit. If there are Joint Owners, the age of the oldest will be used to determine the death benefit where applicable.

Death Benefit Amount During the Accumulation Period

The "Death Benefit Amount" is the Account Value, as defined under the Account Value Provisions above, determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method.

Death Benefit Options During the Accumulation Period

In the event an Owner (or the Annuitant where the Owner is not an individual) dies during the Accumulation Period, a Beneficiary must choose payment of the death benefit under one of the options below (unless the Owner has previously chosen an option). The death benefit options available under the Contract include the following and any other options acceptable to you and us:

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five years of the date of death of the Owner or the first Joint Owner to die; or

Option 3 - payment of the death benefit under an Annuity Option or other periodic payment option acceptable to us in substantially equal periodic payments (made at least annually) over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five years of the date of death.

Beneficiary Continuation Options During Accumulation Period

We offer two types of Beneficiary Continuation Options during the Accumulation Period: the Spousal Continuation and Non-Spousal Beneficiary Continuation Options described below. We must receive Notice of the election of one of these Beneficiary Continuation Options by the end of the 90th day after we receive Notice of due proof of death. If the surviving spouse qualifies for Spousal Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Spousal Continuation Option will be automatically applied on the 90th day. If a Non-Spousal Beneficiary

qualifies for Non-Spousal Beneficiary Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Non-Spousal Beneficiary Continuation Option will be automatically applied on the 90th day.

Spousal Continuation During Accumulation Period

If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the spouse may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Death Benefit Amount under the continued contract payable upon the continuing spouse's death will be computed as described above in the Death Benefit Amount During the Accumulation Period section.

Non-Spousal Beneficiary Continuation During Accumulation Period

A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner's death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to our published minimum for this right. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract on the date we determine the Death Benefit Amount. Such Beneficiary will have the right to make partial and full withdrawals of his/her share of the Contract, not subject to Withdrawal Charges. Such Beneficiary will also have the right to make transfers at the end of a Term as described on the Contract Schedule.

During the continuation period the Beneficiary can choose to receive his/her share of this Contract in a single lump sum payment or apply it to an Annuity Option or other option acceptable to us that must be payable for the life of the Beneficiary or for a term no longer than the life expectancy of the Beneficiary starting within one year after the death of the Owner.

On the fifth anniversary of the Owner's death any Beneficiary will be paid his/her share of the Account Value that has not been applied to an Annuity option or other settlement option permissible under the Code, in a single lump sum payment and this Contract will terminate.

Death of Annuitant During Income Period

Upon the death of the Annuitant during the Income Period, the death benefit, if any, will be as specified in the Annuity Option chosen. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

Death of Owner During the Income Period

If the Owner (or a Joint Owner), is not the Annuitant, and dies during the Income Period, any remaining payments under the Annuity Option will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's (or Joint Owner's) death. Upon the death of the Owner (or a Joint Owner) during the Income Period, the Beneficiary becomes entitled to exercise the rights of the Owner. If an Owner (or Joint Owner) is the Annuitant and dies during the Income Period, the death benefit, if any, will be as specified in the Annuity Option chosen and will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's (or Joint Owner's) death.

Death of Annuitant During Accumulation Period

Upon the death of an Annuitant, who is not the Owner or Joint Owner, during the Accumulation Period, the Owner (or Oldest Joint Owner) automatically becomes the Annuitant, unless the Owner, subject to our underwriting rules in effect at the time of request, chooses a new Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of an Owner (see Death of Owner During the Accumulation Period discussed above).

Payment of Death Benefit

We will require Notice of both due proof of death and an acceptable election for the payment method before any death benefit is paid. Our obligations are subject to all payments made and actions taken by us before our receipt of Notice of due proof of death.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

ANNUITY PROVISIONS

Election of Annuity Option

The Annuity Option is chosen by you or your Beneficiary in a form satisfactory to us. We will automatically send you information about Annuity Options before your Annuity Date. If you do not choose an Annuity Option, make a full withdrawal by the Annuity Date, or ask us to continue the Contract by the Annuity Date, we will automatically pay you under Option 2: Life Annuity with Ten (10) Years of Income Payments Guaranteed. You can make, change, or revoke your Annuity Option choice before the death benefit becomes payable or the Annuity Date, whichever occurs first.

Annuity Options

You may choose to receive Income Payments monthly, quarterly, semi-annually or annually. The following Annuity Options, or any other options acceptable to you and us, may be chosen:

Option 1: Life Annuity

Income Payments that are paid as long as the Annuitant is living.

Option 2: Life Annuity with 10 Years of Income Payments Guaranteed

Income Payments that continue as long as the Annuitant is living but are guaranteed to be paid for ten years.

Option 3: Joint and Last Survivor Life Annuity

Income Payments that are paid as long as either of two Annuitants is living.

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Income Payments that continue as long as either of the two Annuitants are living but are guaranteed to be paid for ten years.

If, as of the Annuity Date, the then current Annuity rates applicable to this class of contracts provide an Income Payment greater than the one guaranteed under this Contract for the same Annuity Option, then the greater payment will be made.

Income Payments

Income Payments are based upon the Annuity Option chosen, the Account Value, as defined under the Account Value Provisions above, applied to the Annuity Option, the Annuitant's Attained Age and sex, and the appropriate Fixed Annuity Table. These payments will be reduced by any applicable charges and fees as described in the Contract Schedule.

Frequency and Amount of Income Payments

Income Payments will be paid as monthly installments or at any frequency acceptable to you and us. If the amount of the Account Value to be applied under an Annuity Option is less than \$5,000, we reserve the right to make one lump sum payment equal to the then current Account Value in lieu of Income Payments. If the amount of the Income Payment would be less than \$100, we may reduce the frequency of payments to an interval which will result in the payment being at least \$100, but with a frequency of no less than annually.

Basis of Payments

The Annuity Tables are based on the tables defined under the Annuity Option Information described in the Contract Schedule. The amount of each Income Payment is guaranteed by us.

[FIXED ANNUITY TABLES]

AMOUNT OF MONTHLY INCOME PAYMENT

PER \$1000 OF Account Value

Annuitant Only

Option 1: Life Annuity

Option 2: Life Annuity with 10
Years of Income Payments Guaranteed

<i>Attained Age of Annuitant</i>	Male	Female
55	2.74	2.59
60	3.07	2.89
65	3.50	3.27
70	4.07	3.77
75	4.84	4.45
80	5.93	5.42
85	7.50	6.86

<i>Attained Age of Annuitant</i>	Male	Female
55	2.73	2.59
60	3.05	2.88
65	3.46	3.24
70	3.99	3.72
75	4.66	4.34
80	5.50	5.16
85	6.45	6.16

Option 3: Joint and Last Survivor Life Annuity

Age of Female Annuitant

<i>Attained age of Male Annuitant</i>	10 Years Younger	5 Years Younger	<i>Same Age</i>	5 Years Older	10 Years Older
55	2.09	2.21	2.34	2.45	2.54
60	2.26	2.42	2.57	2.71	2.82
65	2.48	2.67	2.86	3.04	3.19
70	2.75	3.00	3.25	3.49	3.69
75	3.10	3.42	3.77	4.09	4.37
80	3.55	4.00	4.48	4.95	5.33
85	4.18	4.82	5.51	6.17	6.69

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Age of Female Annuitant

<i>Attained age of Male Annuitant</i>	10 Years Younger	5 Years Younger	<i>Same Age</i>	5 Years Older	10 Years Older
55	2.09	2.21	2.34	2.45	2.54
60	2.26	2.42	2.57	2.71	2.82
65	2.48	2.67	2.86	3.04	3.19
70	2.75	2.99	3.25	3.48	3.68
75	3.09	3.42	3.76	4.08	4.34
80	3.55	3.99	4.45	4.88	5.19
85	4.15	4.76	5.38	5.89	6.22

Monthly installments for ages not shown will be furnished on request]

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SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

**NONPARTICIPATING
NO DIVIDENDS**

METLIFE INSURANCE COMPANY OF CONNECTICUT

(A Stock Company)

[1300 Hall Boulevard

Bloomfield, Connecticut 06002]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

FIXED ACCOUNT RIDER

This Rider is part of the Contract to which it is attached and is effective upon issuance. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. This Rider amends the Contract as follows:

1. DEFINITIONS

The following replaces the definition of "Account Value" in the "Definitions" section:

Account Value

Is the total of the Fixed Account Value and the value of the Shield Option(s) under this Contract, adjusted for any amounts that may be included by rider during the Accumulation Period. Also referred to as "Contract Value."

2. FIXED ACCOUNT - The following is added to the Contract:

FIXED ACCOUNT PROVISIONS

Fixed Account

We credit interest to the portion of the Account Value allocated to the Fixed Account. The Fixed Account is part of our General Account. We guarantee that the interest credited to your initial allocation to the Fixed Account during the Interest Rate Term beginning on the Issue Date will not be less than the Minimum Guaranteed Interest Rate shown on the Contract Schedule. Thereafter, we will declare an interest rate as of each Contract Anniversary for the duration of the Interest Rate Term and such rate will not be less than the Minimum Guaranteed Interest Rate. If the declared interest rate equals the Minimum Guaranteed Interest Rate, we reserve the right to restrict transfers and allocations into the Fixed Account.

The initial Fixed Account Value is the amount initially allocated to the Fixed Account. Thereafter, the Fixed Account Value equals: (a) the initial Fixed Account Value or the Fixed Account Value on the most recent Contract Anniversary, whichever is applicable, including any transfers; plus (b) any interest credited by us; less (c) the amount of any withdrawals including any Withdrawal Charges; less (d) any Premium or Other Taxes, if applicable; and less (e) any other fees shown on the Contract Schedule or associated with riders and endorsements, if applicable.

Interest Crediting Method

Interest will be compounded and credited to the Fixed Account at an annual effective interest rate declared by Us. Interest will be credited on amounts allocated to the Fixed Account through the effective date such amounts are withdrawn or transferred from the Fixed Account.

Interest Rate Term

The Interest Rate Term is the length of time over which the current interest rate is guaranteed. At the end of the Interest Rate Term, the Fixed Account Value will automatically be renewed into the same Interest Rate Term unless otherwise directed by You. No Interest Rate Term will extend beyond the Annuity Date.

3. PURCHASE PAYMENT PROVISIONS – Replace the first paragraph of the section entitled "Shield Options" with the following:

Shield Options

On the Issue Date, you may allocate your Purchase Payment to one or more of the available Shield Options listed on the Contract Schedule and the Fixed Account. At the end of each Term or Interest Rate Term, you may transfer the Account Value attributable to the Shield Option(s) or the Fixed Account to one or more of the available Shield Options or the Fixed Account (if available) subject to the Transfer Requirements shown on the Contract Schedule and the Renewal Provisions.

4. WITHDRAWAL PROVISIONS – The following will replace the section entitled "Withdrawals" under "Withdrawal Provisions" with the following:

Prior to the Annuity Date, you may, upon Notice to us, request a full or a partial withdrawal and we will withdraw that amount from the Account Value ("the amount withdrawn"). A withdrawal will result in a reduction to each Shield Option and the Fixed Account in the ratio that each Shield Option and the Fixed Account bears to the total Account

Value, as determined under the Account Value Provisions above, unless otherwise directed by you. The amount payable to you will be a net amount equal to the amount withdrawn adjusted for any applicable Withdrawal Charge and any other fees shown on the Contract Schedule, Premium and Other Taxes, and any other rider and endorsement fees.

The total amount withdrawn from the Account Value must not be less than the Minimum Partial Withdrawal amount shown on the Contract Schedule. If the withdrawal would result in the remaining Account Value being less than the Minimum Account Value shown on the Contract Schedule, we will treat the withdrawal request as a request for a full withdrawal.

If you request a full or partial withdrawal, the amount withdrawn after adjustments for any Withdrawal Charge will result in our paying you a net amount. The net amount payable to you is equal to (a)-(b)-(c)-(d), where:

- (a) is the amount withdrawn from the Account Value, and
- (b) is the Withdrawal Charge and other fees, if any, as described on the Contract Schedule, and
- (c) is the Premium and Other Taxes, if any, and
- (d) is the rider and endorsement fees, if any.

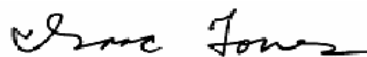
The amount withdrawn will reduce the Investment Amount, as defined in the Definitions section, for each Shield Option by the percentage reduction in the Interim Value of such Shield Option and the Fixed Account Value as applicable.

5. DEATH BENEFIT PROVISIONS – The following will replace the first paragraph of the section entitled “Non-Spousal Beneficiary Continuation During Accumulation Period” under “Death Benefit Provisions” with the following:

A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner’s death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to our published minimum for this right. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract on the date we determine the Death Benefit Amount. Such Beneficiary will have the right to make partial and full withdrawals of his/her share of the Contract, not subject to Withdrawal Charges. Such Beneficiary will also have the right to make transfers at the end of a Term or Interest Rate Term as described on the Contract Schedule.

MetLife Insurance Company of Connecticut has caused this Rider to be signed by its [Secretary].

[



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[Secretary]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

DEATH BENEFIT RIDER – RETURN OF PREMIUM

This Rider forms a part of the Contract to which it is attached and is effective upon the Issue Date. In case of a conflict with any provision in the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable. The following amends the "Death Benefit Provisions" of the Contract as follows:

DEATH BENEFIT PROVISIONS

Death Benefit Amount During The Accumulation Period

This provision is amended to provide that the Death Benefit Amount will be the greater of:

- (1) the Account Value; or
- (2) Purchase Payment, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal.

If a non-natural person owns the Contract, then the Annuitant shall be deemed to be the Owner for purposes of determining the Death Benefit Amount. If Joint Owners are named, the age of the oldest Joint Owner will be used to determine the Death Benefit Amount.

If the Owner is a natural person and the Owner is changed to someone other than a spouse, the Death Benefit Amount shall be determined as defined above; however, subsection (2) shall be restated to provide as follows: "the Account Value as of the effective date of the change of Owner, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal made after such date".

In the event that the Contract is continued under the "Spousal Continuation During Accumulation Period", the Death Benefit Amount shall be determined in accordance with (1) or (2) above.

The Death Benefit Amount is determined as of the end of the Business Day on which we have received both due proof of death and an election for the payment method.

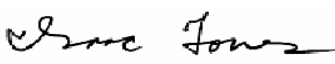
Death Benefit Options During The Accumulation Period

This provision of the Contract is amended to add that if the Contract is continued under the "Spousal Continuation During Accumulation Period", the Account Value will be adjusted to an amount equal to the Death Benefit Amount determined upon such election and receipt of due proof of death of the Owner. Any excess of the Death Benefit Amount over the Account Value will be allocated to the Fixed Account, if available. If the Fixed Account is not available, any excess of the Death Benefit Amount over the Account Value will be allocated into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Term.

Death Benefit Rider Cost

The cost for this Rider will generally be reflected in lower Cap and Step Rates for each Shield Option than if this Rider were not elected. The reduction in the Cap and Step Rates will not exceed the Return of Premium Death Benefit Maximum Cap or Step Rate Reduction, as shown on the Contract Schedule, of the Cap and Step Rates that would have applied if this Death Benefit Rider was not selected. The Cap and Step Rate will never be less than the Minimum Guaranteed Cap/Step Rates shown on the Contract Schedule.

MetLife Insurance Company of Connecticut has caused this Rider to be signed by its [Secretary].

[

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[Secretary]

MetLife Insurance Company of Connecticut

[1300 Hall Boulevard
Bloomfield, CT 06002]

WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following provisions are added to the Contract:

WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT

After the first Contract Anniversary, the Withdrawal Charge attributable to such withdrawal will be waived upon a withdrawal if:

1. you are confined to a Nursing Home and/or Hospital for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;
2. the first confinement referred to in (1) above begins on or after the first Contract Anniversary;
3. the withdrawal request and proof satisfactory to us of confinement are received by us at our Annuity Service Office either while you are confined or within 90 days after such confinement;
4. confinement in a Nursing Home and/or Hospital is prescribed by a Physician and is Medically Necessary; and
5. you have been the Owner continuously since the Issue Date, or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

DEFINITIONS

Hospital - A facility which:

1. is located in the United States or its territories;
2. is licensed as a hospital by the jurisdiction in which it is located;
3. is supervised by a staff of licensed physicians;
4. provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
5. operates primarily for the care and treatment of sick and injured persons as inpatients for a charge; and
6. has access to medical and diagnostic facilities.

Intermediate Care Facility - A facility which:

1. is located in the United States;
2. is licensed and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;
3. provides continuous 24 hours a day nursing service by, or under the supervision of, a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); and
4. maintains a daily medical record of each patient.

Medically Necessary - Appropriate and consistent with the diagnosis in accord with accepted standards of practice and which could not have been omitted without affecting the individual's condition.

Nursing Home - A facility which is a Skilled Nursing Facility, an Intermediate Care Facility or Residential Care Facility. Nursing Home does not mean:

1. a home for the aged, a community living center or place that primarily provides domiciliary, residency or retirement care; or
2. a place owned or operated by a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

Physician - Any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family.

Residential Care Facility - A facility which:

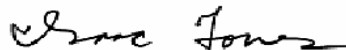
1. is located in the United States or its territories;
2. is licensed and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located; and
3. provides nursing care under the supervision of a registered professional nurse (R.N.).

Skilled Nursing Facility - A facility which:

1. is located in the United States or its territories;
2. is licensed and operated as a Skilled Nursing Facility according to the laws of the jurisdiction in which it is located;
3. provides skilled nursing care under the supervision of a licensed physician;
4. provides continuous 24 hours a day nursing services by, or under the supervision of, a registered graduate professional nurse (R.N.); and
5. maintains a daily medical record of each patient.

MetLife Insurance Company of Connecticut has caused this Rider to be signed by its [Secretary].

[



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[Secretary]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS RIDER

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

After the first Contract Anniversary, the Withdrawal Charge will be waived upon a withdrawal if:

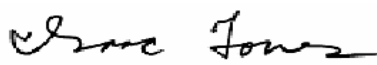
1. you are terminally ill and not expected to live more than 12 months;
2. a Qualified Physician certifies to your illness and life expectancy;
3. you were not diagnosed with the terminal illness as of the Issue Date; and
4. you have been the Owner continuously since the Issue Date or have become the Owner as spousal Beneficiary who continues the Contract.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant.

Qualified Physician is any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

This Rider will terminate on the Annuity Date.

MetLife Insurance Company of Connecticut has caused this Rider to be signed by its [Secretary].

[

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[Secretary]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

INDIVIDUAL RETIREMENT ANNUITY QUALIFICATION RIDER

This Rider modifies the Contract/Certificate (hereinafter referred to as Contract) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "Code") and applicable regulations. The provisions in this Rider supersede any contrary provisions in the Contract, including the provisions of any other riders or endorsements issued with the Contract. The following conditions, restrictions and limitations apply.

Exclusive Benefit	This Contract is established for the exclusive benefit of You and Your beneficiaries. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to "You" or "Your" are to the deceased individual.
Owner and Annuitant	Unless otherwise permitted by the Code, the owner and annuitant (hereinafter collectively referred to as You or Your) of this Contract must be the same individual and cannot be changed after the Contract Date. A joint owner and/or a contingent annuitant cannot be named under this Contract.
Fixed Premiums	This contract does not require fixed premiums.
Transfer of Ownership/Assignment	Your interest in this Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose to any person. No loans shall be made under this contract, unless permitted by the Code. Certain rules may apply in the case of a transfer pursuant to divorce under the terms of a Court Order or separation agreement, as defined in Code Section 408(d)(6).
Creditor Claims	To the extent permitted by law, Your rights or benefits or those of the beneficiary under this Contract shall not be subject to the claims of creditors or any legal process.
Nonforfeitability	Your entire interest in this Contract is nonforfeitable.
Contribution Limits	<p>All contributions to this Contract must be in cash. Except in the case of a rollover contribution as permitted by Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) of the Code, a nontaxable transfer from an individual retirement plan under Section 7701(a)(37) of the Code, or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) program as described in Section 408(k) of the Code, ongoing contributions to this Contract (if permitted) shall not exceed the annual limits in accordance with Sections 408(b) and 219(b) of the Code (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:</p> <p>A. The total cash contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.</p> <p>B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.</p> <p>No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under Code Section 408(a) or an individual retirement annuity under Code Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.</p>

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c), no additional contributions will be accepted.

Compensation

Compensation means wages, salaries, professional fees, or other amounts derived from or received from personal service actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includable in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includable in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). The term "compensation" also includes any differential wage payments as defined in Code Section 3401(h)(2).

Rollovers

Pursuant to IRC Section 408(d)(3)(A), to the extent that a distribution from this IRA would be included in income if not rolled over, you may roll over such distribution within 60 days to an eligible retirement plan. An eligible retirement plan includes another traditional IRA, a qualified pension, profit sharing or stock bonus plan, a Section 403(b) tax sheltered annuity and an eligible 457 governmental plan. This IRA contract may receive eligible rollover distributions from these plans as well.

Distributions You roll over from retirement plans or arrangements described above to this Contract must be completed by means of a direct transfer or rollover in accordance with Code Section 401(a)(31) in order to avoid the mandatory 20% income tax withholding from the distribution and a possible 10% additional tax penalty under Code Section 72(t). You may replace amounts withheld from other sources to complete the full rollover, but the 10% penalty may continue to be due if You do not specify that the transfer of the distribution be conducted by direct transfer or rollover.

Required Minimum Distributions

Notwithstanding any provision of this Contract to the contrary, the distribution of an individual's interest in the Contract shall be made in accordance with the minimum distribution requirements of Code Section 408(b)(3) and 401(a)(9) of the Code and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as such "interest" is described in the subsection of this Rider titled "Distributions Upon Your Death") must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than the subsection of the Rider titled "Distributions During Your Lifetime" and the subsection of this Rider titled "Distributions Upon Your Death".

Distributions During Your Lifetime

Your entire interest in the Contract must be distributed or begin to be distributed by Your required beginning date, which is the April 1st following the calendar year in which You reach age 70½, or such later date provided by applicable federal tax law. For each succeeding year, a distribution must be made on or before December 31st. By the required beginning date, You may elect to have the balance in the Contract distributed in one of the following forms:

1. a single sum payment;
2. equal or substantially equal payments over Your life;
3. equal or substantially equal payments over the lives of You and Your designated beneficiary (within the meaning of Code Section 401(a)(9)); or
4. equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of You and Your designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1, -4, and -14 of Section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with the provision of Q&A-13 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations. The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 ½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this subsection "Distributions During Your Lifetime" does not apply. See "Distributions Upon Your Death" for the applicable rules.

Minimum Amounts to be Distributed

If Your interest is to be distributed in other than a lump sum or substantially equal amounts as discussed above, then the amount to be distributed each year, commencing at Your required beginning date, must be at least equal to an amount prescribed under Code Section 408(b) and 401(a)(9) and any relevant rules and regulations.

Distributions Upon Your Death

If You die on or after required distributions commence, the remaining portion of Your interest (if any) shall be distributed at least as rapidly as under the method of distribution in effect as of the date of Your death.

If You die before required distributions commence, and unless otherwise permitted under applicable law, Your entire interest will be distributed as follows:

- a. If Your interest is payable to a designated beneficiary, except as provided in (b), (c) and (d) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31st of the calendar year immediately following the calendar year in which You died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31st of the calendar year immediately following the calendar year in which You died. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a non-spouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402(c)(11), then, notwithstanding any election made by the deceased individual, the non-spouse designated beneficiary may elect to have distributions made under this paragraph if the transfer is made no later than the end of the year following the year of death.
- b. If there is no designated beneficiary, or Your beneficiary elects this option, Your entire interest in this Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of Your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (c) below).
- c. If the sole designated beneficiary in (a) above is Your surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of:
 - (i) December 31 of the calendar year immediately following the calendar year in which the Annuitant died; or
 - (ii) December 31 of the calendar year in which You would have attained age 70½. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year

containing the fifth anniversary of Your death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b) above. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

If the sole designated beneficiary of this IRA is Your surviving spouse, he or she may elect to treat the Contract as his or her own, whether or not distributions had commenced prior to Your death. This election will be deemed to have been made if such surviving spouse makes a contribution to this Contract (if permitted) or fails to elect any of the above provisions. The result of such an election is that the surviving spouse will be considered the individual for whose benefit the IRA is maintained and distributions will be based on the surviving spouse's age and life expectancy.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a) or (c) and reduced by 1 for each subsequent year. If benefits are payable under one of the annuity options under the Contract, life expectancy shall not be recalculated.

Unless otherwise provided under applicable federal tax law, the "interest" in this IRA Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that the Contract is annuitized, the "interest" in the Contract includes the actuarial present value of any additional benefits provided under this IRA Contract (such as survivor benefits in excess of the dollar amount credited to You or Your beneficiary under the Contract) under Q&A-12 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

For purposes of this Section of the Rider, required distributions are considered to commence on Your required beginning date or, if applicable, on the date distributions are required to begin to Your surviving spouse under (c) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Alternative Calculation Method

An individual may satisfy the Minimum Distribution Requirements under Section 408(a)(6) and 408(b)(3) of the Code by taking a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the owner of two or more IRAs may use the alternative method described in Q&A-9 of Section 1.408-8 of the Income Tax Regulations, to satisfy the minimum distribution requirements described above. Under such circumstances, You shall be responsible for determining that the Minimum Distribution Requirements are met and We shall have no responsibility for such determination. Withdrawal Charges, if otherwise applicable, will not be applied to the extent of a distribution required under Code Sections 401(a)(9) and 408(b)(3) with respect to this Contract.

The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

Reports

As the issuer of this Contract, We will furnish You reports concerning the status of this Annuity at least annually and such information concerning required minimum distributions

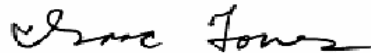
as is prescribed by the Commissioner of Internal Revenue.

**Administrative
Compliance/Amendment**

As issuer of this Contract, We have the right to interpret its provisions in accordance with the Code and regulations thereunder in order to comply with Federal income tax rules and to maintain this Contract's qualification as an IRA under Section 408(b). If the Code and related law, regulations and rulings require a distribution greater than described above in order to keep this Annuity qualified under the Code, we will administer the Contract in accordance with these laws, regulations and rulings. This contract may be amended by Us at any time to maintain its qualified status under Section 408(b) of the Code, following all necessary regulatory approvals. Any such amendment may be made retroactively effective if necessary or appropriate to conform to the requirements of the Code (or any State law granting IRA tax benefits).

MetLife Insurance Company of Connecticut has caused this Rider to be signed by its [Secretary].

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A handwritten signature in cursive script, appearing to read "Isaac Jones".

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[Secretary]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

ROTH INDIVIDUAL RETIREMENT ANNUITY ("ROTH IRA") ENDORSEMENT

The provisions in this Roth IRA Endorsement (the "Endorsement") are effective as of the issue date for the attached annuity contract (the "Contract") as a Roth IRA (or the date it has been converted to a Roth IRA), unless a later date is specified under the federal tax law with respect to a provision hereunder.

The provisions below this paragraph, through Article VIII, of this Endorsement are word-for-word identical to the operative provisions in Articles I through VIII of IRS Form 5305-RB (dated March 2002) and are deemed to meet the statutory requirements for a Roth IRA. These provisions are clarified in accordance with more recent IRS guidance in Article IX below.

This Endorsement is made a part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary.

The annuitant is establishing a Roth Individual Retirement Annuity (Roth IRA) under section 408A of the Internal Revenue Code to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in section 408A(e), a re-characterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the issuer will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

1. The contribution limit described in Article I is gradually reduced to \$0 for higher income annuitants. For a single annuitant, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married annuitant filing jointly, between AGI of \$150,000 and \$160,000; and for a married annuitant filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the issuer will not accept IRA Conversion Contributions in a tax year if the annuitant's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the annuitant is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the annuitant and his or her spouse

Article III

The annuitant's interest in the contract is nonforfeitable and nontransferable.

Article IV

1. The contract does not require fixed contributions.
2. Any dividends (refund of contributions other than those attributable to excess contributions) arising under the contract will be applied (before the close of the calendar year following the year of the dividend) as contributions toward the contract.

Article V

1. If the annuitant dies before his or her entire interest in the contract is distributed to him or her and the annuitant's surviving spouse is not the designated beneficiary, the remaining interest in the contract will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:

- (a) The remaining interest in the contract will be distributed, starting by the end of the calendar year following the year of the annuitant's death, over the designated beneficiary's remaining life expectancy, or a period no longer than such remaining life expectancy, as determined in the year following the death of the annuitant. Life expectancy is determined using the single life table in Regulations section 1.401(a)(9)-9.
 - (b) The remaining interest in the contract will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death.
2. If the annuitant's surviving spouse is the designated beneficiary, such spouse will then be treated as the annuitant.

Article VI

1. The annuitant agrees to provide the issuer with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The issuer agrees to submit to the IRS and annuitant the reports prescribed by the IRS.

Article VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, or other published guidance will be invalid.

Article VIII

This Endorsement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the contract.

Article IX

A. Clarifications of Terms Used in This Endorsement

1. The term "issuer," "we" or "us" means MetLife Insurance Company of Connecticut.
2. The term "annuitant," "you" or "your" refers to the individual who is the measuring life, as well as the individual owner (or "owner"), under this Contract. The term "Contract" also may refer to a certificate issued under a group annuity contract. No joint owner or contingent annuitant may be named under this Contract. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to "annuitant," "owner," "you" or "your" are to the deceased individual.
3. The term "article" as used in Article VII may include any provision of the Contract (including any rider or endorsement).

B. Clarifications of Articles I-VIII and Other Contract Provisions

1. The Contract as modified by this Endorsement is intended to qualify as part of a tax-qualified retirement arrangement, plan or contract that meets the requirements of section 408A and any applicable Treasury Regulations, i.e., to qualify as a Roth IRA. To achieve these purposes, the provisions of this Endorsement shall control if they are in conflict with those of the Contract, and the provisions of this Endorsement and the Contract (including any other rider or endorsement that does not specifically override this provision) shall be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary. Payments and distributions under this Contract shall be made in a time and manner necessary to maintain such a tax qualification under the applicable provisions of the Internal Revenue Code (the "Code"). We reserve the right to amend this Endorsement or the Contract to comply with any applicable changes in the Code or any regulations or other published guidance relating thereto, or to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification. We will send you a copy of any such amendment, and when required by law, we will obtain the approval of the appropriate regulatory authority or of the annuitant.

2. No benefits under the Contract may be transferred, sold, assigned, borrowed, or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person, except that the Contract may be transferred under a divorce or separation instrument described in section 408(d)(6).
3. (a) **Maximum Permissible Amount.** Except in the case of a qualified rollover contribution, a nontaxable transfer from an individual retirement plan under Section 7701(a)(37) of the Code, or a recharacterization (as defined in (f) below), ongoing contributions to this Contract (if permitted) must be in cash and the total of such contributions to all the individual owner's Roth IRAs for a taxable year shall not exceed the applicable amount (as defined in (b) below), or the individual owner's compensation (as defined in (h) below), if less, for that taxable year (or such other amount provided by applicable federal tax law). Any contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual owner's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in section 402(c)(8)(B) (or such other amounts provided by applicable federal tax law). If the distribution is from an IRA, the rollover must meet the requirements of section 408(d)(3), except the one-rollover-per-year rule of section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). If the rollover contribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. Contributions may be limited under (c) through (e) below.
- (b) **Applicable Amount.** The applicable amount is determined below:
 - (i) If the individual owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the individual owner is 50 or older, the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) **Regular Contribution Limit.** The maximum regular contribution that can be made to all the individual owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii) below.
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI"), as defined in (g) below, in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution</u>	<u>Phase-Out Range</u>	<u>No Contribution</u>
<u>Modified AGI</u>			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married - Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the individual owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If the individual owner makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all such individual's Roth IRAs for that taxable year is reduced by the regular contributions made to such individual's nonRoth IRAs for the taxable year.

- (d) Inherited IRA. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c), no additional contributions will be accepted.
 - (e) SIMPLE IRA Limits. No contribution shall be allowed into this Contract under a SIMPLE IRA plan established by any employer pursuant to section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan shall be allowed into this Contract from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual owner first participated in that employer's SIMPLE IRA plan.
 - (f) Recharacterization. A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Treas. Reg. § 1.408A-5 as a regular contribution to this Roth IRA (if permitted), subject to the limits in (c) above.
 - (g) Modified AGI. For purposes of (c) above, an individual owner's modified AGI for a taxable year is defined in section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution (a "conversion").
 - (h) Compensation. For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in section 401(c)(2) (reduced by the deduction the self-employed individual owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, section 401(c)(2) shall be applied as if the term trade or business for purposes of section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual owner's gross income under section 71 with respect to a divorce or separation instrument described in subparagraph (A) of section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Code Section 3401(h)(2).
 - (i) The owner shall have the sole responsibility for determining whether any contribution satisfies applicable income tax requirements.
4. No amount is required to be distributed prior to the death of the individual owner for whose benefit the Contract was originally established. If this is an inherited IRA within the meaning of the Code Section 408(d)(3)(C), this paragraph does not apply. However, prior to the time you reach the Maximum Annuity Date or maturity date under this contract (as the case may be), we will send you information about annuity payment options so that you may consider whether to continue the deferral of distributions under your Roth IRA contract provisions or begin to receive annuity payments or other withdrawals from your Contract.
5. (a) Notwithstanding any provision of this Roth IRA Contract to the contrary, the distribution of the individual owner's interest in the Roth IRA shall be made in accordance with the requirements of section 408(b)(3), as modified by section 408A(c)(5), and the Treasury Regulations thereunder, the provisions of which are herein incorporated by this reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under section 5(c), below) must satisfy the requirements of section 408(a)(6), as modified by section 408A(c)(5) and the Treasury Regulations thereunder, rather than the distribution rules in paragraphs 5(b), (c), (d) and (e) below.
- (b) Upon the death of the individual owner, his or her entire interest shall be distributed at least as rapidly as follows:
- (i) If the designated beneficiary is someone other than such individual's surviving spouse, the entire interest shall be distributed, starting by the end of the calendar year following the calendar year of such individual's death, over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of such individual's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a non-spouse

designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual, the non-spouse designated beneficiary may elect to have distributions made under this paragraph if the transfer is made no later than the end of the year following the year of death.

- (ii) If such individual's sole designated beneficiary is such individual's surviving spouse, the entire interest shall be distributed, starting by the end of the calendar year following the calendar year of such individual's death (or by the end of the calendar year in which such individual would have attained age 70½, if later), over such spouse's life or over a period not extending beyond the life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(iii) below. If such surviving spouse dies before required distributions commence to him or her, the remaining interest shall be distributed, starting by the end of the calendar year following the calendar year of such spouse's death, over such spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of such spouse, or, if elected, shall be distributed in accordance with paragraph (b)(iii) below. If such surviving spouse dies after required distributions commence to him or her, any remaining interest shall continue to be distributed under the contract option chosen
 - (iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of such individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).
 - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. § 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.
- (c) The "interest" in the Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treas. Reg. § 1.408-8. Also, prior to the date that the Contract is annuitized, the "interest" in the Contract includes the actuarial present value of any additional benefits provided under this IRA Contract (such as survivor benefits in excess of the dollar amount credited to Your beneficiary under the Contract) under Q&A-12 of Section 1.401(a)(9)-6 of the Income Tax Regulations.
 - (d) For purposes of paragraph 5(b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treas. Reg. § 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
 - (e) If the sole designated beneficiary is the individual owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election shall be deemed to have been made if such surviving spouse makes a contribution to the Roth IRA or fails to take required distributions as a beneficiary.
 - (f) The required minimum distributions payable to a designated beneficiary from this Roth IRA may be withdrawn from another Roth IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.
 - (g) The owner or the owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Endorsement and applicable income tax requirements.
6. If your Contract contains any provisions relating to federal tax requirements for any Traditional, SEP or SIMPLE IRA contract that do not apply to Roth IRAs, they are hereby deleted by this Endorsement. This includes, but is not limited to, provisions relating to required minimum distribution ("RMD") requirements during your life that apply to any Traditional, SEP or SIMPLE IRA but do not apply to your Roth IRA, such as:
- (a) Automatic sending of information about income plans when you attain age 70 or starting income payments on the April 1 following the calendar year you attain age 70 ½, or

- (b) Waiver of withdrawal charges on withdrawals required to avoid federal income tax penalties or to satisfy such pre-death RMD income tax rules.

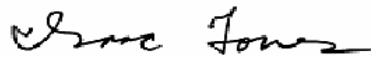
In addition, any references to unisex rates in the Annuity Table or the use of such rates for SEP or SIMPLE IRAs are deleted.

7. Notwithstanding Article IV above, no dividends are paid under this Contract.
8. If (a) no premiums have been received for two full consecutive contract years, (b) the account balance is less than \$2,000, and (c) the paid-up annuity benefit at maturity or the Maximum Annuity Date would be less than \$20 per month, we may choose either (i) to accept additional future premium payments under the Contract, or (ii) where otherwise permitted by law and the terms of the Contract, to terminate the Contract by a lump sum payment of the then present value of the paid-up benefit.

All other terms and conditions of the Contract remain unchanged.

MetLife Insurance Company of Connecticut has caused this Endorsement to be signed by its [Secretary].

[



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[Secretary]

METLIFE INSURANCE COMPANY OF CONNECTICUT

[1300 Hall Boulevard
Bloomfield, CT 06002]

INDIVIDUAL NON-QUALIFIED ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract or Certificate to which it is attached (the "Contract"). This Endorsement is being added to the Contract as of its issue date in order to clarify the Contract provisions that help maintain the Contract's tax qualification as an annuity contract for federal tax purposes under the Internal Revenue Code of 1986, as subsequently amended (the "Code"). To achieve these purposes, the Contract provisions are clarified to provide as follows, despite any other provision to the contrary in the Contract (including any endorsement or rider thereto):

I. Required Distributions Before or After the Annuity Starting Date

A. Death of Owner or Primary Annuitant, or Change of Primary Annuitant

Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection B or C immediately below, or in the Tax Qualification provisions below:

1. If any Owner dies on or after the Annuity Starting Date (see paragraph C.1 below) and before the entire interest in this Contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
2. If any Owner dies before the Annuity Starting Date, the entire interest in this Contract shall be distributed within 5 years after such death;
3. If the Owner is not an individual, then for purposes of the immediately preceding paragraph 1 or 2, (a) the Primary Annuitant (see paragraph C.2 below) under this Contract shall be treated as the Owner, and (b) any change in the Primary Annuitant allowed by this Contract shall be treated as the death of the Owner; and
4. Any postponement of the Annuity Starting Date, if allowed by this Contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without a written election to extend the Annuity Starting Date by the Owner (if available at the time of the election) prior to age 95 and not without our consent.

B. Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements

Subject to any restrictions imposed by any regulations or other published guidance from the IRS interpreting Code section 72(s):

1. If any portion of the interest of an Owner described in subsection A immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a "Qualifying Distribution Period" (described herein) that is allowed by this Contract upon such death, then for purposes of satisfying the requirements of paragraph A.1 or A.2 immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A "Qualifying Distribution Period" is a period that (a) does not extend beyond such beneficiary's life (or life expectancy) and (b) starts within one year after such death.
2. Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this Contract upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, we may treat any Contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection B, where such individual beneficiary certifies to us that he or she (a) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code section 671- 678) and (b) can compel its distribution to himself or herself from such trust.

3. If any portion of the interest of an Owner described in subsection A immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection A. Where such spouse is the sole designated beneficiary of this Contract upon such Owner's death, such spouse may elect to continue this Contract as the Owner, and we may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.

C. Interpretative Provisions

Subject to any contrary provisions in any regulations or other published guidance from the IRS interpreting Code section 72(s):

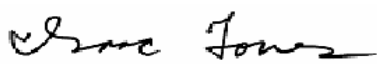
1. The Annuity Starting Date means the first day of the first period for which an amount is received as an annuity under the Contract, as defined in Code section 72(c)(4) (and any regulations thereunder).
2. The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract, as defined in Code section 72(s)(6)(B) (and any regulations thereunder).
3. We will treat any holder of this Contract as its Owner for purposes of subsection A or B immediately above where necessary or appropriate.
4. Paragraphs A.1 and A.2 immediately above shall not apply to this Contract if it was issued before January 19, 1985, and was not materially changed on or after such date.
5. Paragraph A.3 immediately above shall not apply to this Contract if it was issued before April 23, 1987, and was not materially changed on or after such date.

II. Tax Qualification

This Contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code section 72(s). To achieve these purposes, the provisions of this Contract (including this endorsement and any other endorsement or rider to the Contract) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Payments and distributions under this Contract shall be made in a time and manner necessary to maintain such a tax qualification under the applicable provisions of the Code. We reserve the right to amend this Contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements. We will send you a copy of any such amendment, and when required by law, we will obtain the approval of the appropriate regulatory authority.

All other provisions of this Contract remain unchanged.

MetLife Insurance Company of Connecticut has caused this Endorsement to be signed by its [Secretary].

[

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[Secretary]

**Application for Individual Single Premium Deferred Annuity****MetLife Insurance Company of Connecticut ("MetLife")**

Home Office Address (no correspondence) • [1300 Hall Boulevard, Bloomfield, CT 06002]

Policy Service & Correspondence: [P.O. Box 10366, Des Moines, IA 50306-0366]

Express Mail Only: [4700 Westown Parkway, Suite 200, West Des Moines, IA 50266]

For assistance call: The Sales Desk**FOR COMPANY USE ONLY** Contract No. _____[**MetLife Flex Market ShieldSM**]**1. Annuitant****■ Annuitant will be the Owner unless the Owner section is completed.**

First Name	Middle Initial	Last Name
[John		Doe]

Street Address (No P.O. Box)	City	State	Zip
[123 Main Street]	[Anytown]	[IL]	[11111]

<input checked="" type="checkbox"/> Male	Date of Birth	Social Security Number	Phone Number
<input type="checkbox"/> Female	[4/12/58]	[012-34-5678]	[(555) 123-4567]

Email Address	Country of Legal Residence	Country of Citizenship
[jdoe@xyz.com]	[USA]	[USA]

2. Owner**■ Complete if the Owner is different than the Annuitant. Correspondence is sent to the Owner.****■ If Owner is a Trust, complete the Trustee Certification Form.**

First Name	Middle Initial	Last Name
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Street Address (No P.O. Box)	City	State	Zip
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<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Entity
Date of Birth/Trust Date	Social Security Number/Tax ID Number	Phone Number

Email Address	Country of Legal Residence	Country of Citizenship
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3. Joint Owner (Non-Qualified Only)

First Name	Middle Initial	Last Name
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Street Address (No P.O. Box)	City	State	Zip
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<input type="checkbox"/> Male	Date of Birth	Social Security Number	Phone Number
<input type="checkbox"/> Female			

Email Address	Country of Legal Residence	Country of Citizenship
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ANNUITY PAYMENTS AND TERMINATION VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE VALUE OF THE SHIELD OPTIONS, ARE VARIABLE, MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

4. Primary and Contingent Beneficiary(ies)

- If more than four beneficiaries are named, attach a separate sheet.
- **Either relationship to Owner or Social Security Number (SSN) must be provided for all beneficiaries named.**
- **Unless specified otherwise, if Joint Owners are named, upon the death of either Joint Owner, the surviving Joint Owner will be the primary beneficiary, and the primary beneficiaries listed below will be considered the contingent beneficiaries.**
- Percentages must be in whole numbers. **Both Primary and Contingent Beneficiary percentages must each add up to 100%.**

PRIMARY BENEFICIARY(IES)

Primary

First Name	Middle Initial	Last Name		
[Jane]		[Doe]		
Permanent Street Address (No P.O. Box)		City	State	Zip
[123 Main Street]		[Anytown]	[IL]	[11111]
Primary Phone Number	Relationship to Owner(s)	Date of Birth	Social Security Number	
[(555) 123-4567]	[Spouse]	[5/6/60]	[987-65-4321]	
Percentage of Proceeds [100%]				

Primary

First Name	Middle Initial	Last Name		
Permanent Street Address (No P.O. Box)		City	State	Zip
Primary Phone Number	Relationship to Owner(s)	Date of Birth	Social Security Number	
Percentage of Proceeds				

Primary Beneficiary percentages must add up to 100%

CONTINGENT BENEFICIARY(IES)

Contingent

First Name	Middle Initial	Last Name		
Permanent Street Address (No P.O. Box)		City	State	Zip
Primary Phone Number	Relationship to Owner(s)	Date of Birth	Social Security Number	
Percentage of Proceeds				

Contingent

First Name	Middle Initial	Last Name		
Permanent Street Address (No P.O. Box)		City	State	Zip
Primary Phone Number	Relationship to Owner(s)	Date of Birth	Social Security Number	
Percentage of Proceeds				

Contingent Beneficiary percentages must add up to 100%

5. Contract Applied For

[☒ Non-Qualified ☐ Qualified Traditional IRA* ☐ Qualified Roth IRA* ☐ Decedent IRA ☐ Non-Qualified Decedent]

* The Annuitant and Owner must be the same person.

6. Single Purchase Payment

(Complete all that apply for each purchase payment type)

Source of Funds: Enter the appropriate letter from the sources listed below in the Details box of the Payment Chart.

- If Money Market Account was funded with Mutual Funds within the last six months, select Mutual Fund as source.

- | | | |
|--|--------------------------------------|----------------|
| A) Annuity (including 403(b)) | F) Life Insurance | K) Real Estate |
| B) Bonds | G) Loan | L) Savings |
| C) Certificate of Deposit | H) Money Market Account | M) Stocks |
| D) Discretionary Income (Salary/Bonus) | I) Mutual Fund (including 403(b)(7)) | N) Other] |
| E) Endowment | J) Pension Assets | |

Tax Market of Source Funds: Enter the appropriate number from the tax markets listed below in the Details box of the Payment Chart.

- | | | |
|---|--------------------------|---|
| 1) Qualified (401(a), 401(k), Keogh, Pension Plan, etc.) (rollover) | 3) Roth IRA | 5) 403(a), 403(b), 403(b)(7) (rollover) |
| 2) Traditional IRA, SEP IRA (rollover), SAR-SEP IRA (rollover) | 4) SIMPLE IRA (rollover) | 6) Non-Qualified |

Payment Type	Delivery Method	Details for Incoming Funds	
1 <input type="checkbox"/> Transfer <input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution/Payment	<input type="checkbox"/> Payment with Application <input type="checkbox"/> Transfer Paperwork with Application <input type="checkbox"/> Electronic Payment	Amount _____ Source of Funds _____ Source (if Other) _____ Tax Market of Source Funds _____ If Source is Endowment: Maturity Date _____ For IRA Contributions: Tax Year _____	
2 <input type="checkbox"/> Transfer <input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution/Payment	<input type="checkbox"/> Payment with Application <input type="checkbox"/> Transfer Paperwork with Application <input type="checkbox"/> Electronic Payment	Amount _____ Source of Funds _____ Source (if Other) _____ Tax Market of Source Funds _____ If Source is Endowment: Maturity Date _____ For IRA Contributions: Tax Year _____	
3 <input type="checkbox"/> Transfer <input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution/Payment	<input type="checkbox"/> Payment with Application <input type="checkbox"/> Transfer Paperwork with Application <input type="checkbox"/> Electronic Payment	Amount _____ Source of Funds _____ Source (if Other) _____ Tax Market of Source Funds _____ If Source is Endowment: Maturity Date _____ For IRA Contributions: Tax Year _____	

7. Optional Benefit Rider

(Subject to state availability and age restrictions. Other restrictions may apply.)

[This rider may only be chosen at the time of application. If you elect the optional rider, your initial and renewal Cap and/or Step Rate(s) may be reduced. Once elected this option may not be changed.]

Optional Death Benefit Rider

- If the Optional Death Benefit Rider is not elected, the standard death benefit equal to the Account Value will be provided at no additional charge or reduction to the Cap and/or Step Rate(s).

☐ Return of Premium]

8. Replacements

(Must be completed)

Does the applicant have any existing life insurance policies or annuity contracts?

☒ Yes ☐ No

Will the proposed annuity replace, discontinue, or change any existing policy or contract?

☐ Yes ☒ No

If "Yes" to either, ensure that any applicable disclosure and replacement forms are attached.

Replacement includes any surrender, loan, withdrawal, lapse, reduction in or redirection of payments on an annuity or life insurance contract in connection with this application.

9. Acknowledgements and Signatures

(a) Notice(s) to Applicant(s)

[Alabama, Arkansas, District of Columbia, Louisiana, New Mexico, Ohio, Rhode Island and West Virginia Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Florida Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kentucky Residents Only: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee, Virginia and Washington Residents Only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

Maryland Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Massachusetts Residents Only: The deferred annuity for which you are making this application gives us the right to restrict or discontinue allocations of purchase payments to the Fixed Account and reallocation from the Shield Options to the Fixed Account. This discontinuance right may be exercised for reasons which include but are not limited to our ability to support the minimum guaranteed interest rate of the Fixed Account when the yields on our Investments would not be sufficient to do so. This discontinuance will not be exercised in an unfairly discriminatory manner. The prospectus also contains additional information about our right to restrict access to the Fixed Account in the future. **BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE STATEMENTS IN THIS APPLICATION AND IN THE PROSPECTUS THAT THE FIXED ACCOUNT MAY NOT BE AVAILABLE AT SOME POINT DURING THE LIFE OF THE CONTRACT INCLUDING POSSIBLY WHEN THIS CONTRACT IS ISSUED.**

New Jersey Residents Only: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Residents Only: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Pennsylvania Residents Only: ANNUITY PAYMENTS OR SURRENDER VALUES, WHEN BASED UPON THE VALUE OF THE SHIELD OPTION(S) ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

(b) Signatures

By signing below, I (we) acknowledge the following:

- I (We) agree that the above information and statements and those made on all pages of this application are true and correct to the best of my (our) knowledge and belief and are made as the basis of my (our) application.
- I (We) acknowledge receipt of the current prospectus of MetLife Insurance Company of Connecticut (MICC) for the MetLife Flex Market Shield.
- **PAYMENTS AND VALUES PROVIDED BY THE CONTRACT FOR WHICH APPLICATION IS MADE ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT**
- Note: If the Owner is a non-natural person, print the name of the Owner and have one or more trustees sign.

Location where the application is signed:

City

[Anytown]

State

[IL]

Signature and Title of Owner (Annuitant unless otherwise noted)

Date Signed

[John Doe]

[12/4/12]

Signature of Joint Owner

Date Signed

Signature of Annuitant (If different than the Owner)

Date Signed

10. Representative Information

All information provided by the applicant has been truly and accurately recorded.

Does the applicant have any existing life insurance policies or annuity contracts?

[☒ Yes ☐ No

Will the proposed annuity replace, discontinue, or change any existing policy or contract?

☐ Yes [☒ No

If "Yes" to either, ensure that any applicable disclosure and replacement forms are attached.

Signature of Representative

Date

[Richard Roe]

[12/4/12]

Printed Representative Name - First

Middle Initial

Last Name

[Richard

Roe]

State License I.D. #[(Required for FL)]

Business Phone #

[1234567]

[(555) 234-5678]

State:	Arkansas	Filing Company:	MetLife Insurance Company of Connecticut
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.003 Single Premium		
Product Name:	MetLife Structured Annuity		
Project Name/Number:	MetLife Structured Annuity/L-22494 (09/12)		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	See Form Schedule tab.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
SoV_MSA SoV_AV.pdf			
SoV_APP SoV_GENERIC.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Arkansas Certification		
Comments:			
Attachment(s):			
Arkansas Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Consumer Notice		
Comments:			
Attachment(s):			
L-22364.pdf			

STATEMENT OF VARIABILITY

MetLife Insurance Company of Connecticut

Forms L-22494 (09/12)-AV, L-22494 (09/12), L-22495 (09/12), L-22496 (09/12), L-22497 (09/12), L-25005 (09/12), L-22498 (09/12), L-22499 (09/12), L-22503 (09/12), and L-22504 (09/12)

November 29, 2012

Form L-22494 (09/12)-AV & L-22494 (09/12) – Single Premium Deferred Annuity Contract

Company Address and Company Telephone Number

The company's address and telephone number may change at some point in the future.

Officer Name, Signatures and Titles

The officers shown will reflect for new issues the current names and titles of the individuals holding those positions within the company. The officer name may or may not print, but the signature and title always will.

Free Look Provision

The number of days will be changed at issue if your state requires a different number of days in a replacement situation or under Annuity Deposit and Disclosure notification requirements, but in no case will the number of days be less than the 10 days required under law.

Shield Option Disclosure

The following will print when the Fixed Account is not offered at issue: "This Contract contains Shield Options."

Annuity Tables

Items shown currently are based on the Annuity 2000 Mortality Table with 15 years of mortality improvement based upon projection Scale AA, a 7 year age setback with interest at the Minimum Guaranteed Interest Rate. In the future, we may change these tables for new business to comply with changes in state regulation.

Form L-22495 (09/12) – Contract Schedule

This document will define the range of variation of bracketed items on the Contract Schedules. There are two types of variations: (1) those items that vary by Contract Owner, and (2) those items that vary by class of Owner. Variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

John Doe Specific Variations:

The following items will vary Owner to Owner, depending upon the information provided in the application:

Owner, Sex, Age At Issue

Joint Owner, Sex, Age At Issue

Annuitant, Sex, Age at Issue

Contract Number

Issue Date

Plan Type – We reserve the right to offer some or all of the following Plan Types: Nonqualified (including NQ decedent), IRA (including traditional, Simple IRA, SEPs, custodial/decedent IRA and Roth IRA).

Annuity Date

Single Purchase Payment

Variations by Class of Owner

The following items will vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue. Class is determined on a non-discriminatory basis. Class is defined at issue of the contract, so that these items will not change over the life of any given contract. Range of variation is described below.

SHIELD OPTIONS

Separate Account

We may change the name of the Separate Account due to any future name changes at that level.

Shield Options and Indices by Term Available at Issue

This table is bracketed to allow future changes to the Shield Option(s). The indices and Shield Options offered at issue will print, and they are bracketed to allow for the discontinuation of or change to an index or Shield Option. A replaced index or Shield Option will print for new issues only.

Term

A Term ranges from 1-9 years.

Minimum Guaranteed Cap/Step Rate

This section is bracketed to allow future changes in a Term. Only the Term(s) offered at issue will print. A Term will range between 1-9 years. The Minimum Guaranteed Cap/Step Rate will not be less than 1%.

Return of Premium Death Benefit Maximum Cap or Step Rate Reduction

This item will only print if the Death Benefit Rider – Return of Premium is elected at issue. The maximum percentage decrease will not exceed 80%.

Shield 100 Disclosure

This item will only print if the Shield 100 Option is offered at issue. The range for the Contract Years period will be between 1 and 9 years.

FIXED ACCOUNT

This section will only print if the Fixed Account is offered at issue.

Minimum Guaranteed Interest Rate

The MGIR will be such that it meets the requirements of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities. The methodology used is outlined in the Actuarial Memorandum.

Interest Rate Term

This item represents the Interest Rate Term at issue. It will range between 1 to 9 years.

Minimum Allocation

The range for the minimum transfer amount for new issues will be between \$25 and \$1,000.

Annual Contract Fee

The Annual Contract Fee will not exceed \$100. This item will only print if an Annual Contract Fee is applicable at issue. We will only assess an annual contract fee to the extent that the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities is satisfied.

TRANSFER REQUIREMENTS**Transfer Period**

The calendar days may range between 1-15 days.

The following will print if the Fixed Account is not offered at issue: "The [5 Calendar Days] following the Contract Anniversary coinciding with the end of the Term for each applicable Shield Option."

Transfers

The following will print if the Fixed Account is not available at issue:

"During the Accumulation Period you may only make a transfer to a new Shield Option(s) during the Transfer Period, subject to availability. The effective date of such transfer is the first day of the Shield Option(s) to which the transfer is made.

At the end of the Term, the Investment Amount will automatically be renewed into the same Shield Option unless you elect to transfer into a different Shield Option(s). If the same Shield Option is no longer available at the end of the existing Term, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Term unless otherwise directed by You."

WITHDRAWALS**Free Withdrawal Amount**

The range for the Free Withdrawal Amount for new issues will be between 10% and 15%, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year. This item will not print if the product does not contain Withdrawal Charges at issue.

Withdrawal Charge and Withdrawal Charge Percentages

The Withdrawal Charge schedule shown on the Contract Schedule is based on the product class selected by the applicant. The range for the Withdrawal Charge percentages will be between 0% (and will be reflected as "NONE" for Withdrawal Charges or the Withdrawal Charge section won't print in the event the product does not contain Withdrawal Charges) and 9%. The range for the withdrawal charge period will be between 1 and 9 years.

Minimum Partial Withdrawal

The range for the minimum partial withdrawal amount allowed will be between \$0 (meaning there is no minimum amount) and \$1,000.

Minimum Account Value which must remain in the Contract after a Partial Withdrawal

The range for the minimum amount remaining in the contract after a partial withdrawal will be between \$100 and \$5,000.

ANNUITY OPTION INFORMATION

The Contract Schedule currently reflects the following language for item #1:

1. The Annuity Date must be the first day of a calendar month. Unless otherwise directed by You, the Annuity Date is the first day of the calendar month following the Annuitant's 90th birthday or 10 years from the Issue Date, whichever is later, or to a later date if we agree.

The following alternative language may print for new issues depending on the distribution channel and/or future practices regarding the Annuity Date:

Alternate Text – version #2:

1. The Annuity Date must be the first day of a calendar month. Unless otherwise directed by You, the Annuity Date is the first day of the calendar month following the Annuitant's 95th birthday or 10 years from the Issue Date, whichever is later, or to a later date if we agree.

ANNUITY SERVICE OFFICE

This address may vary depending on which distribution channel the contract was sold through or if our administrative offices move in the future.

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT

Not all endorsements/riders listed will be attached to the contract as some riders are optional. Also, depending on the plan type chosen (Traditional IRA, Roth IRA) a different form will attach. We may offer other riders with this product in the future that have already been filed and approved with the state.

Disclosure(s)

The Disclosure for each index offered at issue will print here, and it is bracketed to allow for the discontinuation of or substantial change to an index. A replaced index will print for new issues only.

Form L-22496 (09/12) – Fixed Account Rider, Form L-22497 (09/12) – Death Benefit Rider – Return of Premium, Form L-25005 (09/12) – Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider, Form L-22498 (09/12) – Waiver of Withdrawal Charge for Terminal Illness Rider, Form L-22499 (09/12) – Individual Retirement Annuity Qualification Rider, Form L-22503 (09/12) – Roth Individual Retirement Annuity ("Roth IRA") Endorsement, Form L-22504 (09/12) – Individual Non-Qualified Annuity Endorsement

Company Address

The company's address may change at some point in the future.

Officer Name, Signatures and Titles

The officers shown will reflect for new issues the current names and titles of the individuals holding those positions within the company. The officer name may or may not print, but the signature and title always will.

STATEMENT OF VARIABILITY
MetLife Insurance Company of Connecticut
Form 8590 (09/12)

November 29, 2012

Form 8590 (09/12) – Application for Individual Single Premium Deferred Annuity

Home Office Address, Policy Service & Correspondence Address, & Express Mail Address

These fields are bracketed to allow us to change the address, and zip code, if necessary.

Product Name

The marketing name is bracketed to permit changes to this name in the future.

Contract Applied For

We reserve the right for future reprints of the application, to reformat this section as follows: this section may contain some or all of the possible choices shown or any other market that may become available in the future.

Source of Funds

We reserve the right for future reprints of the application, to reformat this section as follows: the Source of Funds may contain some or all of the possible choices shown or any other source that may become acceptable in the future.

Tax Market of Source Funds

We reserve the right for future reprints of the application, to reformat this section as follows: the Tax Market of Funds may contain some or all of the possible choices shown or any other market that may become available in the future.

Optional Benefit Rider

The Optional Benefit Rider section is bracketed to permit changes to the marketing names and rider availability. The item shown is an optional feature that is only made available at time of application and attached to the contract at issue via a rider. As new riders are approved by your state, this section will be updated to reflect the marketing name and rider.

Acknowledgement and Signatures

The text in this section may be enhanced for clarity or compliance with insurance laws in your state or other states. Additionally, this section may be modified for any changes in "fraud language" that may be required by other states.

MetLife Insurance Company of Connecticut
1300 Hall Boulevard, Bloomfield, CT 06002

State of Arkansas

Certification

We certify compliance with Regulation 19s10B and all other applicable requirements of the Arkansas Insurance Department.

Elizabeth M. Forget

Print Name



Signature

Senior Vice President

Title

January 7, 2013

Date

CONSUMER NOTICE

Please note the following address and telephone number of MetLife Insurance Company of Connecticut.

If you have an inquiry, would like to obtain information about coverage, or need assistance in resolving a complaint, please contact us at:

Overnight Mail:

MetLife
Annuity Customer Service Center
[4700 Westown Parkway, Suite 200
West Des Moines, IA 50266]

Regular Mail:

MetLife
Annuity Customer Service Center
[P. O. Box 295
Des Moines, IA 50306-0295]

Name of Agent: []

Address: []

Telephone Number: []

Telephone: [(800)-638-7732]
Annuity Customer Service

To contact the **Arkansas Insurance Department**, write or call:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Telephone:
1-501-371-2640
or
1-800-852-5494